

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION**

IN RE: Sean Harris)	Case No.
)	
)	
Plaintiff)	COMPLAINT
)	
)	
v.)	July Demand Requested
)	
Nationstar Mortgage)	
350 HIGHLAND DR)	
LEWISVILLE, TX 75067)	
)	
)	
Defendant)	

Now comes Plaintiff, by and through her attorneys, and, for her Complaint alleges as follows:

JURISDICTION AND VENUE

1. This court has jurisdiction pursuant to 28 U.S.C. Section 1331, 1337, 1367; and 15 U.S.C. section 1692(d).
2. Venue is proper because a substantial part of the events giving rise to this claim occurred in this District.

PARTIES

3. Plaintiff, Sean Harris (hereinafter "Plaintiff") incurred an obligation to pay money, the primary purpose of which was for personal, family, or household uses (the "Debt").
4. Plaintiff is a resident of the State of Illinois.
5. Defendant, Nationstar Mortgage, LLC is a Texas business entity with an address of 350 Highland Dr., Lewisville, TX 75067 operating as a collection agency, and is a "debt collector" as the term is defined by 15 U.S.C. Section 1692a(6).
6. Unless otherwise stated herein, the term "Defendant" shall refer to Nationstar Mortgage, LLC.

7. Defendant uses instruments of interstate commerce for its principal purpose of business, which is the collection of debts.

ALLEGATIONS APPLICABLE TO ALL COUNTS

8. The Plaintiff originally had a Mortgage lien with Bank of America
9. The Debt arose from services provided by the Creditor which were primarily for family, personal or household purposes and which meets the definition of a "debt" under 15 U.S.C. Section 1692(a)(5).
10. Plaintiff filed for Chapter 13 Bankruptcy protection on August 18, 2011.
11. The Debt was purchased, assigned or transferred to Defendant for collection, or Defendant was employed by the Creditor to collect to Debt.
12. The Defendant attempted to collect the Debt and, as such, engaged in "communications" as defined in 15 U.S.C. Section 1692a(2).
13. Defendant was fully aware of paragraphs of 10 as the mortgage was transferred to them by Bank of America for servicing of the loan.
14. Plaintiff was in default on the Loan when the loan was transferred to Defendant.
15. Defendant, despite being fully aware of the Chapter 13 filing, stated that if Plaintiff does not follow Defendant's requirements for "modification," Foreclosure steps will commence. See Exhibit A.

VIOLATIONS OF THE FDCPA-15 U.S.C. SECTION 1692, et seq.

16. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
17. The Defendant's conduct violated 15 U.S.C. Section 1692c in that Defendant knew that Plaintiff had an Attorney representing them for the Bankruptcy process.
18. The Defendant's conduct violated 15 U.S.C. Section 1692e in that the Defendant used false, deceptive, or misleading representation or means in connection with the collection of any debt.
19. The Defendants' conduct violated 15 U.S.C. Section 1692f in that

Defendants used unfair and unconscionable means to collect a debt.

20. The foregoing acts and omissions of the Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

21. Plaintiff is entitled to damages as a result of Defendants' violations.

JURY DEMAND

22. Plaintiff demands a trial by jury.

PRAYER FOR RELIEF

20. Plaintiff demands the following relief:

- a. Judgment against Defendant, awarding the Plaintiff actual damages.
- b. Judgment against each of the Defendant, awarding the Plaintiff Statutory damages
- c. Judgment against Defendant, awarding the Plaintiff recovery of the costs of litigation and reasonable attorney's fees;
- d. Judgment against Defendant, awarding the Plaintiff punitive damages in such amount as is found appropriate; and
- e. Any other legal and/or equitable relief as the Court deems appropriate.

Respectfully submitted,

/s/ John Carlin
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